

1 CHARLENE M. MORROW (CSB NO. 136411)

cmorrow@fenwick.com

2 VIRGINIA K. DEMARCHI (CSB NO. 168633)

vdemarchi@fenwick.com

3 FENWICK & WEST LLP

Silicon Valley Center

4 801 California Street

Mountain View, CA 94041

5 Telephone: (650) 988-8500

Facsimile: (650) 938-5200

6 Attorneys for Plaintiff

7 JOBY, INC.

8 MICHAEL O. WARNECKE (IL Bar No. 2942291)

mwarnecke@perkinscoie.com

9 DEBRA R. BERNARD (IL Bar No. 619217)

dbernard@perkinscoie.com

10 PERKINS COIE LLP

11 131 S. Dearborn Street, Suite 1700

Chicago, IL 60603-5559

12 Telephone: (312) 324-8587

Facsimile: (312) 324-9587

13 JASON YURASEK (CSB No. 202131)

jyurasek@perkinscoie.com

14 PERKINS COIE LLP

15 Four Embarcadero Center, Suite 2400

San Francisco, CA 94111-4131

16 Telephone: (415) 344-7021

Facsimile: (415) 344-7221

17 Attorneys for Defendant

18 TOCAD AMERICA, INC.

19 UNITED STATES DISTRICT COURT

20 NORTHERN DISTRICT OF CALIFORNIA

21 SAN FRANCISCO DIVISION

22
23 JOBY, INC.,

Case No. 3:07-CV-06455 (SI)

24 Plaintiff,

**STIPULATION RE JOBY, INC.'S
MOTION FOR PRELIMINARY
INJUNCTION**

25 v.

26 TOCAD AMERICA, INC.,

27 Defendant.

1 On March 28, 2008, plaintiff Joby, Inc. ("Joby") filed a motion for a preliminary
2 injunction against defendant Tocad America, Inc. ("Tocad"). The motion is currently set for
3 hearing on May 30, 2008.

4 The parties have negotiated a resolution of Joby's request for injunctive relief regarding
5 Tocad's FlexPod and FlexPod Plus products existing in the marketplace as of the date of this
6 Stipulation.

7 Accordingly, pursuant to Civil L.R. 7-12, THE PARTIES HEREBY STIPULATE AS
8 FOLLOWS:

9 1. Tocad will not create, produce, distribute, ship, import, sell, advertise, market or
10 promote its existing FlexPod line of camera support products (including those sold under other
11 brand names) after May 30, 2008.

12 2. Tocad will not create, produce, ship or import its existing FlexPod Plus line of
13 camera support products (including those sold under other brand names) after May 30, 2008.

14 3. Tocad will not distribute, sell, advertise, market or promote its existing FlexPod
15 Plus line of camera support products (including those sold under other brand names) after July 15,
16 2008.

17 4. In reliance on the foregoing, Joby stipulates that its motion for preliminary
18 injunction no longer requires decision by the Court and may be taken off the hearing calendar.
19

20 Dated: May 6, 2008

FENWICK & WEST LLP

22 By: /s/Virginia K. DeMarchi
23 Virginia K. DeMarchi

24 Attorneys for Plaintiff
JOBY, INC.

25 ///

26 ///

27 ///

28 ///

1 Dated: May 6, 2008

PERKINS COIE LLP

2
3 By: /s/Debra R. Bernard
4 Debra R. Bernard

5 Attorneys for Defendant
6 TOCAD AMERICA, INC.
7

8 PURSUANT TO STIPULATION, IT IS SO ORDERED.

9
10 Dated: _____, 2008

11
12 By: _____
13 The Honorable Susan Illston
14 United States District Court Judge
15

16 ATTESTATION

17 I, Virginia K. DeMarchi, attest that concurrence in the filing of this document has been
18 obtained from Debra R. Bernard, counsel for defendant Tocad America, Inc.

19 I declare under penalty of perjury that the foregoing is true and correct. Executed this 6th
20 day of May, 2008 in Mountain View, California.

21 _____
22 /s/ Virginia K. DeMarchi
23 Virginia K. DeMarchi
24
25
26
27
28